Preserve
Por 12/7/50

App. F. IX-4

1937.
(Mysore

File No. 118-37

Serial Nos. 1-2

Previous References

Mysore 121-30 (1-10)
" 10-31 (26-27)

Letter References

Mys DEp 76-38
Mys 236-38-1-2
6-38.1-4, 6.10.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. Two

Part B for January 1938

SUBJECT.

Draft Agreement to be got executed by the Trustees Shri Sri Subramanya temple in South Canara District re placing a portion of the building to be constructed more at the disposal of the Mysore Govt officers.

WD 0295—GPB—22,500—18 8 37

M Srinivasa
4/5/38

GENERAL AND REVENUE SECRETARIAT.

(Mung)

NOTES.

File No.

FILE HEADING.

South Kanara

FROM

No. Dated Received

Diary No. Enclos. Spare copies Serial No.

BRIEF ABSTRACT OF LETTER

NOTES AND ORDERS.

P
R

Law Section may be consulted regarding the suitability of the draft agreement proposed for the purpose. According to G.O. No. 315-7 Mung-121-30-10 dated 6th sept. 1934, the transfer of the State Loan bonds of the value of Rs. 1278 is to be made after the Chattram is built and an agreement to place a portion of it at the disposal of officers of the Mysore

NOTES—First Sheet

manya and placing a ... of it at the disposal of officers of Mysore Govt.

Mysore. File No. 118 of 1937. General and Rev Secretariat

Govt. is entered into by the trustees. But the construction of the chattram does not seem to have been taken up yet. (Vide the letter of Mr. K.R. Achar, Hon. Secretary to the Board of trustees of the temple at Subramanya). It is point for consideration whether the construction of the Chattram should not be completed before any agreement regarding the reservation of any portion of it for the use of officers of the Mysore Govt. is entered into by the Govt. It is a point for consideration whether it is necessary or desirable to enter into an agreement about the occupation of a chattram which does not exist.

25.10.37.

25.10.37. The Govt Advocate may be consulted as proposed by the R.C.

Gen. Secy. Yes - Through Law Secy

Yes

2356.

Asst Secy Law

Yes/11

140

Law BKR

Forwarded, with compliments to the Government Advocate, for favour of scrutiny and advice

BKR Ramakrishnaiya for Gen Secy

5.11.37

R.C. P 3.11 337 dated 5/11/37.

From 331/37-38 dt. 5.11.37

Subrahmanya a and portion of it at the disposal of the officers of the Mysore Govt at (3

General and Revenue Secretariat — File No. 116 of 1937. [App. F. III—2

Serial No. 1

Returned with compliments.

In the Office note dated 25-10-1937 it is stated that the construction of the choultry is not ~~yet~~ over. In the draft agreement I find that there is a clause - immediately above that which is marked as No."1" to the effect that the Trustees have built the Chattram. The draft agreement has evidently been approved by the - Trustees and I do not know what exactly the state of affairs is. No doubt it is true that the money has to be handed over to the Trustees only on their present - ability to place at the disposal of the officers of the Government, a portion of the building, which of course - means that construction of the building must have been over. In other words, the stage of entering into an - agreement will be reached only if the structure should be completed. An agreement in anticipation of the - completion of such structure, may also be entered into by - which the Government may undertake to pay the amount in the event of the temple authorities constructing a - Choultry and undertaking to place a portion of it at th disposal of the Government. That will also be an - agreement, the promise of the Government to pay the - money being supported by the consideration of the - undertaking on behalf of the Temple to give a portion of the building. But, to avoid all controversy about this question which may become after all academic, - it is better I think to ascertain whether there is really any conflict between the office note which says that the choultry has not yet been constructed and the - clause

NOTE—Contn. Sheet.

WD 0284—GPB—80,000—13-8 37

4) Constructing a chattiram at Subrahmanya and placing a portion of it at the disposal of officers of Mysore Govt.

Mysore File No. 116 of 1937. | General and Revenue Secretariat

clause in the draft which says that it has been.

Another point for consideration in this connection will be the description in the preamble portion of the agreement. It is stated therein that Mr. Vasudeviah, vakil, and President and K. R. Achar, Secretary, respectively of the Board of Trustees enter into this agreement on behalf of the Temple but I find that the resolution is of the Board of Trustees representing the Temple. Therefore, it may perhaps have to be mentioned that they enter into this agreement as representatives of the Board of Trustees who in turn represent the Temple. Therefore, the clause may have to run somewhat on these lines: "The Temple represented by the Board of Trustees who have authorised Mr. Vasudevish, vakil and President, and K.R.Achar Secretary of the said Board to enter into this agreement &c., "

After these points are settled the draft agreement if considered necessary may be kindly sent for scrutiny.

Government Advocate.

H/27.11.37.

GENERAL SECRETARIAT
30 NOV. 1937

Asst Secy
Mys Govt
W-C

Secretary's letter dated 7-12-1937 to Advocate-General requesting him to furnish the information as soon as the draft

Constructing a Chattram at Subrahmanya and placing it at the disposal of officials of the Mysore Govt. (5

General and Revenue Secretariat — Mis. File No. 118 of 1937. — [App. F. III—2

Serial No.

is attached. Apparently though the building is not completed. The draft agreement may suitably revised. The first Secretariat may requested to forward fair and a proper draft

Gen. Secy. yes pl. Sir 11/12/37

Forwarded with compliments to the first Secretariat for favour of forwarding Government's view a draft of agreement

(Undertaken by 2 Gentlemen to find out)

8/12/37

Returned with compliments.

I have omitted clauses 3, 4, 5 and 6 of the draft flagged "P", and signed by Messrs. Vasudevaiah and others.

Paragraphs 3 and 5 go together. They are meant to declare what is much too obvious namely, that the portion of the structure intended to be built on and placed at the disposal of the officers of the Mysore Government does not belong to our Government and that its ownership is vested in the Temple. Nobody can ever imagine that a mere licensee for mere temporary

GENERAL CE 1 DEC. 1937 3047

GEN. & REV. SECTT. Mis. No. 20-B/4 8 - DEC. 1937 M IB CH

No. Rev. 86/37-38 dt 23-12-37

NOTE—Contn. Sheet.

WD 0284—GPB—30,000—13-9-37

temporary occupation can ever claim proprietorship or real interest in the property permitted to be - occupied. It seems to be absolutely unnecessary and smacks of a kind of apprehension that our Government may likely intend laying their hands on such property.

The same kind of remarks apply to para 5 of - the said draft. That also relates to proprietorship in the property, at least to the extent of the rights of a lessee who can create sub tenancy.

The other two clauses viz., 4 and 6 I have - omitted. I should think those conditions are highly derogatory to the officers of our Government. The persons who can be expected to go and stop at the - choultry will, in the usual course of things, be the Amildar of Baklespur Taluk or persons of higher cadre. If the officers should be Hindus, whether Brahmins or non-Brahmins, it can never be expected that they would use the premises of a choultry which is an adjunct to a Temple held in such great veneration, in a way which should be considered objectionable either by the - authorities of the temple or its devotees. Supposing the officers are not Hindus but Muslims or Christians even then it is impossible to imagine that persons of such status when they occupy premises considered to - be holy or something near it by some section of the population will make use of the property in a way - which likely will wound the feelings of a large number of their fellow-subjects. In my opinion, the apprehension entertained by the Temple authorities is totally

unjustifiable

Temple Building 423/Misc 7

General and Revenue Secretariat (W) File No. of 193 [App. F. III-2

Serial No.

unjustifiable and any clause intended to allay such apprehension is, I should think, highly derogatory to the prestige of our Government and of our Officers. The invisible, but very effective check, on such officers as are likely to stray should allay any kind of fear on the part of the Temple authorities. If the Government should agree with me, the authorities may be asked to consent to the draft which is enclosed herewith, omitting all those conditions.

Government Advocate.

n/22.12.37.

GENERAL SECRETARY. 24 DEC. 1937

The draft proposed may be approved & sent to the Hon'ble Dewan (Sent).

24/-

CHIEF SECRETARY, LSG, 27 DE[illegible], SOVT. OF MYSORE.

"I see no harm in clauses 3, 4, 5 and 6 in the draft agreement (Flag) being retained; as it is better to have too many safeguards, rather than too few, as one can never say what conditions may prevail in future or what an ill advised officer may or may not do.

The alternative in the proviso may be suggested as in para 5 - may be adopted

OFFICE OF THE FIRST MEMBER OF COUNCIL JAN 3 1938 No. 44105

I Member

NOTE—Contn. Sheet.

File No. 118 of 1937

General Secr

Serial No.

Clauses 3 + 5 may remain
As regards cl (4), there is no necessity
to have it in the agreement - The Trustee
may be informed that Govt
will however give necessary ins
to the officers concd to that effect

Jpk.
4/1/38

Put
4/1/38.

Submitted with a draft reply to the H.C.

10/1/38

Fair draft submitted.

11/1/38

GENL. & REV. SECRETARIAT
18. FEB. 1938
MUZRAI BRANCH

Bangalore, 16th October 1937

18

L. & REV. SEC.

423.

19 OCT. 1937

FROM

K. V. ANANTARAMAN, Esq., B.A.,

Muzrai Commissioner in Mysore,

Bangalore.

Muz 110-3-1

To

P. T. Kesavaiengar, Esq., B.A.,
Chief Secretary to the Government of Mysore,
Bangalore.

SIR,

Re. placing a portion of the building to be constructed at Subrahmanya in the South Kanara District, at the disposal of the Mysore Government Officers.

Adverting to G.O.No.315-7/Muz.121-30-10 dated the 6/7th September 1934 according sanction to this office proposal to transfer to the trustees on behalf of the temple at Subrahmanya, State Loan Bonds of sufficient value to cover Rs 1,278 being the arrears of paditara and deeparadhane charges due to the temple, on the condition that a Chattram should be built by the Board of Trustees and that, they should execute an Agreement, to place a portion thereof at the disposal of the Mysore Government Officers, when they visit the place, I have the honor to forward herewith the file of correspondence ending with the Hassan District Deputy Commissioner's letter No.357-33 dated the 10th June 1937 in re. the above; and to request that the draft Agreement forwarded by the Deputy Commissioner may kindly be got examined by the Government Advocate and instructions issued regarding the adoption.

The file of vernacular records on the subject, accompany.

I have the honor to be,
Sir,
Your most obedient servant,

M. N Anandaram

for Muzrai Commissioner.
(Absent from Headquarters)

INDENTURE executed this ..... day of ..... 193 .... in favour of the Government of His Highness the Maharaja of Mysore, represented by ..... (hereinafter called the Government), by the Sri Kukke - Subrahmanyaswami Temple, at Subrahmanya, ...Hobli, ...Taluk, ...Zillah, represented by the Board of Trustees hereinafter called the "Trustees" which expression shall include their successors, executors and assigns, who have authorised in writing by their Resolution No. ..... passed at a meeting held on ..... Messrs. E. Vasudeviah, Vakil and President of the Board, and K.R.Achar, - M.A., LL.B., Secretary of the said Board, to execute this indenture.

WHEREAS the Trustees agreed to build a Chattram at Subrahmanya and requested the Government to transfer the Mysore State Loan Bonds of the value of Rs.1278/- (Rupees One Thousand two hundred and seventy-eight) to the Trustees for and on behalf of the Temple,

WHEREAS the Government were pleased to grant the request on condition that the amount should be paid to the Trustees only after the Chattram was built and an agreement was executed by the Trustees to place a portion of the building at the disposal of the Mysore Government Officers,

WHEREAS the Trustees have accepted the above condition and have passed a Resolution No. ..... to that effect at their meeting dated .....

IT IS HEREBY AGREED AS FOLLOWS:-

That Government Order No. ..... dated .... shall be read as part of this agreement,

That in consideration of the above premises, the Trustees agree to place a portion of the Chattram as - marked in the plan which forms part of this agreement, at the disposal of the Mysore Government Officers.

The Trustees also hereby agree that if, at any time, they should violate the conditions of this agreement, they will be liable to refund to Government, Rs.1,278/- or the market value of the Bonds whichever is higher, whenever desired by Government.

IN WITNESS WHEREOF .....

have put their hands and seal the day and year first above written, on behalf of the Trustees of the Sri Kukke Subrahmanyaswami Temple.

Witnesses:-

1.

2.

Draft.

Government Advocate

H/22-12-37.

F G—1]

4

SUBJECT .....

.....

.....

Section Army

File No. 118—37

Serial No. 2

Diary No. of letter replied to.....

No. 1047/En: one and two files

To

The H. C in Mysore

General and Revenue Secretariat

( )

the *193* .

Sir,

With reference to your letter No 1221/35-36 dated 16.10.1937 forwarding for approval of Govt, the draft agreement to be executed by the trustees of the Temple at Subramanya, South canara District, agreeing to place a portion of the chattram to be constructed at Subramanya, at the disposal of the Mysore Govt Officers, I am directed to forward herewith a copy of the ~~draft~~ draft agreement as approved by Govt/Government and to state that the Govt consider that there is no necessity to have in the agreement the clause—

Date of issue 25th Jan 1938

Signed by Gvd. K. Venkatarama Iyer

List of enclosures.....

Copied by .....

Examined by.....

relating to the issue of [illegible]
(Vide clause 4 & 5 of Draft Deed
the Chatteris and that the Trustees
may however be informed that
Govt would give necessary instructions
to the officers concerned to that effect
The enclosures sent with the letter are returned herewith

J Sharech

11.1.38

Secl Secretary
BL
11/1/38

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat 6

Dated, Bangalore, 27th January 1938.

No. 1040/Muzy 118-37-2

Enc: One and two files only

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Muzrai Commissioner in Mysore,

Bangalore.

Sir,

With reference to your letter No. 1221/35-36 dated 18th October 1937 forwarding for approval of Government the d raft of agreement to be ~~extended~~ executed by the trustees of the temple at Subramanya, South Canara District, agreeing to place a portion of the chatram to be constructed at Subramanya at the disposal of the Mysore Government Officers, I am directed to forward herewith a copy of the draft agreement as approved by Government and to state that the Government consider that there is no necessity to have in the agreement the clause relating to the mode of using the chatram (Vide clause 4 of the draft agreement) and that the trustees may however be informed that Government would give necessary instructions to the officers concerned to that effect.

The enclosures received with the letter are returned herewith.

I have the honour to be,

Sir,

Your most obedient servant,

for General Secretary to Government.

Aga./2.

D R A F T A G R E E M E N T.

7

INDENTURE executed this ..... day of ..... 193... in favour of the Government of His Highness the Maharaja of Mysore, represented by ..... (hereinafter called the Government), by the Sri Kukke - - Subrahmanya swami Temple, at Subrahmanya, ... Hobli, ... Taluk,..... Zillah, represented by the Board of Trustees (hereinafter called the "Trustees"). - which expression shall include their successors, executors, and assigns, who have authorised in writing by their Resolution No..... passed at a meeting held on ..... Messrs. E. Vasudevaiah, Vakil and President of the Board, and K.R.Achar, M.A.,LL.B., Secretary of the said Board, to execute this indenture.

Whereas the trustees agreed to build a chatram at Subramanya and requested the Government to transfer the Mysore State Loan Bonds of the value of Rs.1,278/- (Rupees one thousand two hundred and seventy eight) to the trustees and on behalf of the temple,

Whereas the Government were pleased to grant therequest on condition that the amount should be paid to the trustees only after the Chatram was built and an agreement was executed by the trustees to place a portion of the building at the disposal of the Mysore Government Officers, and

Whereas the trustees have built the chatram and have accepted the above condition and have passed resolution No,393 to that effect at their meeting dated 26-12-1935,

It is hereby agreed as follows:-

1

(1) that the Government Order No,315-7 Mu.Z. 121-30-10. dated 7-9-1934, and the condtions stated here-below shall be read as part of this agreement.

46

(2) that in consideration of the above premises, the trustees agree to place the portion of the chatram mentioned here-below at the disposal of the Mysore Government Officers when they visit the place.

Description of the Building:- The eastern portion of the 4th block of the new chatrams built on the northern side of the car street situated to the west of Kadaya's chatram and consisting of 2 rooms and a kitchen and a varandah mesuring in all 33 ft. X 16 ft, in., 528 Sq.ft. and situated in Sub division No. 2 of Survey No.84 of Subramanaya Village, Puttur Taluk, South Kanara District.

(3) that the portionof the said chatram shall be the absolute property of the temple managed and maintained by the temple and shall be in its possession at all the times, except when the Mysore State Officers occupy it.

(4) that the Mysore Government or the temple authorities shall not have any right to sublet the building or any portion thereof to any person at any time in any manner.

(5) that in case the MysoreState officials do any thing seriously damaging the building the Mysore Goverment shall be responsible to indemnify the temple such damage.

(6) The trustees also hereby agree that if at any time they should violate the conditions of this agreement, they will be liable to refund to the Government the State Loan Bonds above referred to or their value whenever desired by the Government.

9

I N W I T N E S S Whereof Mr. E. Vasudevaiah, President and Mr. K. R. Achar, Secretary have put their hands the day and year first above written, on behalf of the trustees of Kukke Subrahmanya Swami Temple.

Signature:-

(1) President .....

(2) Secretary .....

Withesses:-

(1) .....

(2) .....

"COPY"

for General Secretary to Government

24/1/38